

Exhibit 1

Amazon Web Services™ Customer Agreement

Updated September 25, 2008

PLEASE READ CAREFULLY - THIS IS A BINDING CONTRACT

THIS AWS CUSTOMER AGREEMENT ("AGREEMENT" OR "AMAZON WEB SERVICES CUSTOMER AGREEMENT") IS A BINDING AGREEMENT BETWEEN AMAZON WEB SERVICES LLC ("AWS") AND YOU AND, IF APPLICABLE, THE COMPANY OR OTHER LEGAL ENTITY YOU REPRESENT (COLLECTIVELY, "YOU"). THIS AGREEMENT INCORPORATES BY REFERENCE (1) [THE PRIVACY NOTICE](#) ("PRIVACY NOTICE") AND (2) [THE CONDITIONS OF USE](#) ("CONDITIONS OF USE") POSTED ON WWW.AMAZON.COM, AS THEY MAY BE MODIFIED BY AWS FROM TIME TO TIME.

BY CLICKING THE "ACCEPT" BUTTON FOR THIS AGREEMENT OR ACCEPTING ANY MODIFICATION TO THIS AGREEMENT IN ACCORDANCE WITH SECTION 2 BELOW, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE "YOU" SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST SELECT THE "DECLINE" BUTTON AND YOU MAY NOT USE THE SERVICES.

Welcome

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1. The Services

The services covered by this Agreement include both free services that AWS and its affiliates (referred to together herein as "we" or "us") make available for no fee (the "Free Services"), and services that we make available for a fee (the "Paid Services"). The Free Services and the Paid Services are referred to collectively in this Agreement as the "Services." Each Free Service and Paid Service is referred to individually as a "Service."

1.1. Free Services. The Free Services include the Amazon Associates Web Service, Alexa® Site Widgets, Amazon FWS and all other web services that we make available to you free of charge on the Amazon Web Services-branded or Alexa®-branded web sites accessible from aws.amazon.com (collectively, the "AWS Website"), except those web services for which we specifically provide a separate customer agreement.

1.2. Paid Services. The Paid Services include all web services and any related support services that we make available to you for a fee on the AWS Website, except those web services for which we specifically provide a separate customer agreement. Our Paid Services include, but are not limited to:

- Amazon Simple Storage Service (Amazon S3)
- Amazon Simple Queue Service (Amazon SQS)
- Amazon Elastic Compute Cloud (Amazon EC2)
- Alexa® Web Information Service (AWIS)
- Alexa® Web Search
- Alexa® Top Sites
- Alexa Site Thumbnail™
- Amazon Flexible Payments Service (currently in limited beta) (Amazon FPS)
- Amazon DevPay Service (currently in limited beta) (Amazon DevPay)
- Amazon SimpleDB Service (Amazon SimpleDB)

- Amazon Web Services Premium Support (AWS Premium Support)

If you use Amazon FPS, you may incur fees for transactions that you submit through the Payment Service provided by Amazon Payments, which is described in Section 5.7 below. We may, in our sole discretion, (i) begin charging fees for a Free Service, in which case such Service will thereafter be deemed a Paid Service, or (ii) cease charging fees for a Paid Service, in which case such Service will thereafter be deemed a Free Service.

2. Modifications to this Agreement

You agree that we may modify this Agreement or any policy or other terms referenced in this Agreement (collectively, "Additional Policies") at any time by posting a revised version of the Agreement or such Additional Policy on the AWS Website or our "**Developer Connection**" pages accessible at

<http://developer.amazonwebservices.com/connect/index.jspa>. The revised terms shall be effective as follows:

- if the revised terms are (a) for any Paid Services which we are adding at the time of the revision, (b) for Amazon FPS and Amazon DevPay (currently in limited beta), (c) for the Privacy Notice, (d) for the Conditions of Use, (e) for any AUP (as defined in Section 4.1.2), (f) for any other general terms and conditions applicable to our services, web sites or other properties, or (g) for any Free Service, then the revised terms shall be effective upon posting (unless we expressly state otherwise at the time of posting); and
- if the revised terms are otherwise for any then-existing Paid Services, then the revised terms shall be effective upon the earlier to occur of (a) fifteen (15) days after posting and (b) if we provide a mechanism for your immediate acceptance of the revised terms, such as a click-through confirmation or acceptance button, your acceptance.

By continuing to use or receive the Services after the effective date of any revisions to this Agreement or any Additional Policies, you agree to be bound by the revised Agreement or any revised Additional Policies. It is your responsibility to check the AWS Website and the Developer Connection pages regularly for changes to this Agreement or the Additional Policies, as applicable. We last modified this Agreement on the date set forth at the top of this Agreement.

3. Term, Termination and Suspension

3.1. Term. The term of this Agreement ("Term") will commence, and you may begin using the Services, once you agree to the terms and conditions of this Agreement by clicking the "Accept" button below and complete the registration process for your Amazon Web Services account. The Agreement will remain in effect until terminated by you or us in accordance with this Section 3.

3.2. Termination by You for Convenience. You may terminate this Agreement for any reason or no reason at all, at your convenience, by (i) providing us written notice of termination in accordance with Section 15 and (ii) closing your account for any Service for

which we provide an account closing mechanism.

3.3. Termination or Suspension by Us Other Than for Cause.

3.3.1. *Free Services.* We may suspend your right and license to use any or all Free Services and any associated Amazon Properties (as defined in Section 6.1 below), or, if you are only using Free Services, terminate this Agreement in its entirety (and, accordingly, cease providing all Services to you), for any reason or for no reason, at our discretion at any time, immediately upon notice to you in accordance with the notice provisions set forth in Section 15 below.

3.3.2. *Paid Services (other than Amazon FPS and Amazon DevPay).* We may suspend your right and license to use any or all Paid Services (and any associated Amazon Properties) other than Amazon FPS and Amazon DevPay, or terminate this Agreement in its entirety (and, accordingly, cease providing all Services to you), for any reason or for no reason, at our discretion at any time by providing you sixty (60) days' advance notice in accordance with the notice provisions set forth in Section 15 below.

3.3.3. *Amazon FPS and Amazon DevPay.* We may suspend your right and license to use Amazon FPS or Amazon DevPay (currently in limited beta) and any associated Amazon Properties, or, if you are only using Amazon FPS, terminate this Agreement in its entirety (and, accordingly, cease providing all Services to you), for any reason or for no reason, at our discretion at any time, immediately upon notice to you in accordance with the notice provisions set forth in Section 15 below.

3.4. Termination or Suspension by Us for Cause. We may suspend your right and license to use any individual Service or any set of Services, or terminate this Agreement in its entirety (and, accordingly, your right to use all Services), for cause effective as set forth below:

3.4.1. Immediately upon our notice to you in accordance with the notice provisions set forth in Section 15 below if: (i) you attempt a denial of service attack on any of the Services; (ii) you seek to hack or break any security mechanism on any of the Services or we otherwise determine that your use of the Services or the Amazon Properties poses a security or service risk to us, to any user of services offered by us, to any third party sellers on any of our websites, or to any of our or their respective customers or may subject us or any third party to liability, damages or danger; (iii) you otherwise use the Services in a way that disrupts or threatens the Services; (iv) you are in default of your payment obligations hereunder and there is an unusual spike or increase in your use of the Services; (v) we determine, in our sole discretion, there is evidence of fraud with respect to your account; (vi) you use any of the AWS Content (as defined in Section 6.1) or Marks (as defined in Section 6.2) other than as expressly permitted herein; (vii) we receive notice or we otherwise determine, in our sole discretion, that you may be using AWS- Services for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the rights of any third party; (viii) we determine, in our sole discretion, that our provision of any of the Services to you is prohibited by applicable law, or has become impractical or unfeasible for any legal or regulatory reason; or (ix) subject to applicable law, upon your liquidation, commencement of dissolution proceedings, disposal of your assets, failure to continue your business, assignment for the benefit of creditors, or if you become the subject of a voluntary or involuntary

bankruptcy or similar proceeding.

3.4.2. Fifteen (15) days following our provision of notice to you in accordance with the notice provisions set forth in Section 15 below if you are in default of any payment obligation with respect to any of the Services or if any payment mechanism you have provided to us is invalid or charges are refused for such payment mechanism, and you fail to cure such payment obligation default or correct such payment mechanism problem within such 15 day period.

3.4.3. Five (5) days following our provision of notice to you in accordance with the notice provisions set forth in Section 15 below if you breach any other provision of this Agreement and fail, as determined by us, in our sole discretion, to cure such breach within such 5 day period.

3.5. Effect of Suspension or Termination.

3.5.1. *Suspension.* Upon our suspension of your use of any Services, in whole or in part, for any reason, (i) fees will continue to accrue for any Services that are still in use by you (including Premium Support), notwithstanding the suspension (including your continued storage of data on the Amazon S3 or Amazon SimpleDB service during the period of suspension); (ii) you remain liable for all fees, charges and any other obligations you have incurred through the date of suspension with respect to the Services; and (iii) all of your rights with respect to the applicable Services shall be terminated during the period of the suspension.

3.5.2. *Termination.* Upon termination of this Agreement for any reason: (i) you remain liable for all fees, charges and any other obligations you have incurred through the date of termination with respect to the Services; (ii) all of your rights under this Agreement shall immediately terminate; and (iii) you shall immediately return, or if instructed by us, destroy all AWS Confidential Information (as defined in Section 9 below) and any Amazon Properties then in your possession.

3.6. Survival. In the event this Agreement is terminated for any reason, Sections 3.5, 3.6, 3.7, 3.8, 4.2, 6, 8 (with respect to payments that are accrued but unpaid at the time of termination), and 9 through 16 will survive any such termination.

3.7. Data Preservation in the Event of Suspension or Termination.

3.7.1. *In the Event of Suspension Other Than for Cause.* In the event of a suspension by us of your access to any Service for any reason other than a for cause suspension under Section 3.4.1, during the period of suspension, (i) we will not take any action to intentionally erase any of your data stored on the Services and (ii) applicable Service data storage charges will continue to accrue.

3.7.2. *In the Event of Termination Other Than for Cause.* In the event of any termination by us of any Service or any set of Services, or termination of this Agreement in its entirety, other than a for cause termination under Section 3.4.1, (i) we will not take any action to intentionally erase any of your data stored on the Services for a period of thirty (30) days after the effective date of termination; and (ii) your post termination retrieval of data stored on the Services will be conditioned on your payment of Service data storage charges for the period following

termination, payment in full of any other amounts due us, and your compliance with terms and conditions we may establish with respect to such data retrieval.

3.7.3. *In the Event of Other Suspension or Termination.* Except as provided in Sections 3.7.1 and 3.7.2 above, we shall have no obligation to continue to store your data during any period of suspension or termination or to permit you to retrieve the same.

3.8. Post-Termination Assistance. Following the suspension or termination of your right to use the Services by us or by you for any reason other than a for cause termination (i.e., a termination under Section 3.2 or under Section 3.3), you shall be entitled to take advantage of any post-termination assistance we may generally make available with respect to the Services, such as data retrieval arrangements we may elect to make available. We may also endeavor to provide you unique post-suspension or post-termination assistance, but we shall be under no obligation to do so. Your right to take advantage of any such assistance, whether generally made available with respect to the Services or made available uniquely to you, shall be conditioned upon your acceptance of and compliance with any fees and terms we specify for such assistance.

4. Authorization and License to Use the Services

Subject to your acceptance of and compliance with this Agreement and with the payment requirements for the Services that are set forth on the applicable Service detail page on the AWS Website (as such payment terms may be updated from time to time), we hereby grant you a limited, non-exclusive, non-transferable, non-sublicenseable right and license, in and under our intellectual property rights, to access and use the Services, solely in accordance with the terms and conditions of this Agreement.

4.1. Permitted Uses Generally.

4.1.1. You may write a software application or Web site ("Application") that interfaces with the Services. You acknowledge that we may change, deprecate or republish APIs (as defined in Section 6.1 below) for any Service or feature of a Service from time to time, and that it is your responsibility to ensure that calls you make to any Service are compatible with then-current APIs for the Service.

4.1.2. You may make network calls or requests to the Services at any time that the Services are available, provided that, unless otherwise set forth in an applicable Authorized Use Policy set forth herein for any Service ("AUP"), you (or if you build and release an Application, each installed copy of your Application) may not exceed the maximum file size or maximum calls per second limit (if any) set forth for any particular Service in its AUP (or, in the event the AUP for a Service does not indicate a maximum file size, greater than 40K).

4.2. Restricted Uses Generally.

4.2.1. You may not interfere or attempt to interfere in any manner with the functionality or proper working of the Services.

4.2.2. You may not compile or use the Amazon Properties or any other information obtained through the Services for the purpose of direct marketing, spamming, unsolicited contacting of sellers or customers, or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations.

4.2.3. You may not remove, obscure, or alter any notice of any Mark, or other intellectual property or proprietary right appearing on or contained within the Services or on any Amazon Properties.

4.2.4. Subject to the terms and conditions of this Agreement, you may generally publicize your use of the Services; however, you may not issue any press release with respect to the Services or this Agreement without our prior written consent.

4.3. Accounts and Keys. Unless otherwise stated in an applicable AUP, you may only create one account per email address. AWS accounts are associated with one or more public key/private key pairs, which are used to access the service. Examples include an Amazon-issued Access Key ID string (as a public key) and an Amazon-issued Secret Access Key string (as a private key), or an X.509 certificate (as a public key) and its corresponding private key. When you complete the account creation process, you will be issued unique account identifiers ("Account Identifiers"), and may add a public key to your account. Account Identifiers (i) identify your account and (ii) allow you to make requests to AWS. The Account Identifier is immutable and will always uniquely identify your AWS account. Public key/private key pairs are unique to your account and are subject to change. Private keys are for your personal use only, and you may not sell, transfer, sublicense or otherwise disclose your private key to any other party. You may use your public key in the open in requests to AWS; your public key is therefore not secret. However, you are responsible for maintaining the secrecy and security of your private key. You are fully responsible for all activities that occur under your Account Identifiers, regardless of whether such activities are undertaken by you or a third party. Therefore, you should contact us immediately if you believe a third party may be using your private key, or if your private key is otherwise lost or stolen. You are responsible for maintaining up-to-date and accurate information (including contact information) for your AWS account. We are not responsible for any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of, Your Content (as defined in Section 10.2), your Applications, or other data which you submit or use in connection with your account or the Services.

4.4. Monitoring Your Use of the Amazon Web Services. You agree to provide information and/or other materials related to your Applications as reasonably requested by us to verify your compliance with this Agreement. You further acknowledge and agree that, with respect to:

4.4.1. *Online Applications*, we may crawl or otherwise monitor the external interfaces of your Application for the purpose of verifying your compliance with this Agreement. You may not seek to block or otherwise interfere with such crawling or monitoring (and we may use technical means to overcome any methods used on your Application to block or interfere with our crawling or monitoring); and

4.4.2. *Client-Side Applications*, you agree to furnish a copy of your Application upon request for the purpose of verifying your compliance with this Agreement.

5. Authorized Use Policies (AUP) for Specific Services

The following AUPs apply only to the specific Services for which they are provided. In the event of a conflict between the terms of an AUP and the terms and conditions of this Agreement, the terms of the AUP shall apply, but only to the extent of such conflict.

5.1. Amazon Associates Web Service

5.1.1. Amazon Associates Web Service is a marketing program for www.amazon.com, www.amazon.ca, www.amazon.co.jp, www.amazon.de, www.amazon.fr, and/or www.amazon.co.uk (collectively, the "Amazon Website"). Unlike most other Services, for which we charge a fee, we make the Amazon Associates Web Service available for free. Amazon Associates Web Service includes, among other things, data feeds proprietary to Amazon regarding products and services available on the Amazon Website. Our purpose in making Amazon Associates Web Service available is to allow certain websites, which we deem to be appropriate Amazon marketing partners, to drive traffic to the Amazon Website and to drive sales of products and services on the Amazon Website. In exchange for driving traffic to and sales on the Amazon Website, Amazon Associates Web Service partners eligible for participation in the Amazon Associates program may receive payments from Amazon through the Amazon Associates program. Given the nature of Amazon Associates Web Service, a number of rules apply to the use of Amazon Associates Web Service that do not apply to the use of other Services.

5.1.2. In addition to the termination and suspension rights outlined in Section 3, we retain the right to determine, in our sole discretion, whether you shall be entitled to use Amazon Associates Web Service and, if we have permitted you to use Amazon Associates Web Service, to discontinue your use of Amazon Associates Web Service at any time, in our sole discretion upon notice to you.

5.1.3. You are not permitted to use Amazon Associates Web Service with any Application or for any use that does not have, as its principal purpose, driving traffic to the Amazon Website and driving sales of products and services on the Amazon Website.

5.1.4. Without our prior written approval, you may not access or use the Amazon Associates Web Service for the purpose of aggregating, analyzing, extracting, or repurposing any Amazon Properties (including the AWS Content). You should contact us at [aws @ amazon.com](mailto:aws@amazon.com) to seek our prior approval.

5.1.5. Unless we have provided you our express written consent in advance, you are not permitted to use Amazon Associates Web Service in connection with any handheld, mobile or mobile phone application.

5.1.6. There is certain information that may not be available to you through Amazon Associates Web Service unless you are either: (i) a seller on the Amazon Website and are using that data for the purposes of competitively pricing your products to be sold via the Amazon Website; or (ii) an authorized participant in the Amazon Associates program and are using that data for the purposes of merchandising

Amazon products on or within your Application.

5.1.7. Your use of the Amazon Properties must be strictly limited to promoting the availability of products and services on the Amazon Website, and you must link each use of the Amazon Properties to the related product detail page of the Amazon Website.

5.1.8. You may not: (i) link any of the Amazon Properties to any commercial page of a website other than the Amazon Website; or (ii) in conjunction with any Amazon Property, direct traffic to any commercial page of a website other than the Amazon Website.

5.1.9. If you have complied with the linking obligations and restrictions above, you may have links within other areas of your Application (i.e., that are not Amazon Properties) to websites other than the Amazon Website, but you may not use an Amazon Property in connection with any such link.

5.1.10. Unless we have provided you our express written consent in advance, you may not sell, resell, redistribute, sublicense, or transfer (i) all or any portion of the Amazon Properties, or (ii) Applications that are built using Amazon Associates Web Service or that incorporate any Amazon Property (including any AWS Content). For example, you may not use your Application on or within any other application, platform, website or service of a third party (including social networking sites) where such third party requires you to sublicense or give any other rights to Amazon Properties to such third party or any other person. If you wish to sell, resell, redistribute, sublicense or transfer any Amazon Properties in connection with your Application (including displaying the Amazon Properties in connection with an Application for which you are charging a fee) or any Applications that are built using Amazon Associates Web Service, you should contact us at [aws @ amazon.com](mailto:aws@amazon.com) to seek our prior approval.

5.1.11. You may store a link for a product image included in Amazon Properties for up to 24 hours, but you may not store or cache the product image itself.

5.1.12. You may otherwise store Amazon Properties generally (other than pricing or availability information) for caching purposes for up to 24 hours. However, you may store the following Amazon Properties for caching purposes for up to 1 month:

URL	ASIN	Product Name	Catalog
Artists	Authors	MPN	Starring
ISBN	Directors	Manufacturer	Media
Distributor	Release Date	Publisher	Num Media
UPC	Reading Level	Theatrical Release Date	Platforms
MCAA Rating	ESRB Rating	Age Group	Encoding

5.1.13. If your Application includes a client application, you may not permit the client application to store or cache Amazon Properties.

5.1.14. You specifically acknowledge and agree that, at any time, Amazon may direct you to delete any or all of the Amazon Properties, and you will promptly comply with

any such direction.

5.1.15. You must refresh and re-display any Amazon Properties (other than pricing or availability information) at least once every 24 hours or once every month, as applicable, by making a call to AWS and refreshing your Application's contents immediately after the call.

5.1.16. If you display pricing or availability information on or within your Application, you must refresh the information by making a call to AWS at least once every 24 hours, and you must re-display the information and refresh your Application's contents immediately after the call.

5.1.17. If you choose to make a call to Amazon Web Services less frequently than hourly, you must include a time/date stamp adjacent to the pricing or availability information. (If the pricing or availability information being displayed was requested on the current day, you may omit the date portion of the stamp.) Additionally, you must either include the following disclaimer adjacent to the pricing or availability information, or provide it via a hyperlink, popup box, scripted popup, or other similar method: "Price is accurate as of the date/time indicated. Prices and product availability are subject to change. Any price displayed on the Amazon website at the time of purchase will govern the sale of this product." Examples of acceptable messaging include:

- Amazon.com Price: \$32.77 (as of 01/07/2004 14:11 PST - Details)
- Amazon.com Price: \$32.77 (as of 14:11 PST - More info)

In the above examples, "Details" and "More info" would provide a method for the user to read the disclaimer.

5.1.18. You may provide text, images, reviews, and other informational content (your "Associate Content") about a product to us. If you do so, you hereby grant to us a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable right and license, under all of your intellectual property rights, to: (i) use, reproduce, perform, display and distribute your Associate Content in any manner; (ii) adapt, modify, re-format and create derivative works of your Associate Content for any purpose; (iii) use and publish your name in the form of a credit in conjunction with your Associate Content; and (iv) sublicense the foregoing rights to our affiliates or any third parties. Additionally, you represent and warrant that: (a) your Associate Content is your original work, or you obtained your Associate Content in a lawful manner; and (b) our and our sublicensees' use of your Associate Content as permitted by the license above will not violate any third party's rights, including but not limited to copyright rights. We reserve the right, but are not obligated, to use and publish your name in the form of a credit in conjunction with your Associate Content as you supply it to us, and by supplying any Associate Content, you grant us the irrevocable right to do so.

5.1.19. You may make network calls or requests to Amazon Associates Web Service at any time that Amazon Associates Web Service is available, provided that you (or if you build and release an Application, each copy of your Application installed by a third-party end-user of your Application) may not exceed one (1) call per second or send files greater than 40K.

5.1.20. You may display the Text Materials (as defined in Section 6.1), other than Documentation (as defined in Section 6.1), within your Application so long as you include the following disclaimer in plain view and clearly visible to the user of your Application: "PLEASE KEEP IN MIND THAT SOME OF THE CONTENT THAT WE MAKE AVAILABLE TO YOU THROUGH THIS APPLICATION COMES FROM AMAZON WEB SERVICES. ALL SUCH CONTENT IS PROVIDED TO YOU "AS IS." THIS CONTENT AND YOUR USE OF IT ARE SUBJECT TO CHANGE AND/OR REMOVAL AT ANY TIME."

5.2. Amazon Simple Storage Service (Amazon S3)

5.2.1. Provided that you comply with the terms of this Agreement and our policies and procedures for the use of Amazon S3, you may use Amazon S3 to store, retrieve and serve software applications, data and/or content owned, licensed or lawfully obtained by you (all of the foregoing, to the extent actually stored on Amazon S3, "Your Amazon S3 Content"). You acknowledge that neither we nor our licensors are responsible in any manner, and you are solely responsible, for your Amazon S3 Content. While we may track information regarding your use of Amazon S3, we will not sell or license Your Amazon S3 Content, and will not disclose Your Amazon S3 Content except as we may determine to be necessary or desirable to comply with the Agreement, the request of a governmental or regulatory body, subpoenas or court orders, or for other legal purposes.

5.2.2. You must comply with the terms of the Amazon S3 Developer Guide, as posted by us and updated by us from time to time on the AWS Website, including, without limitation, any limitations described in the Amazon S3 Developer Guide on the total size of files or objects that may be stored on the Amazon S3 servers at any one time (e.g., restrictions on files or objects that contain more than 5 Gigabytes of data or that configure more than 100 top tier folders or "buckets").

5.3. Amazon Simple Queue Service (Amazon SQS)

5.3.1. Provided that you comply with the terms of this Agreement and our policies and procedures for the use of Amazon SQS, you may use Amazon SQS in connection with data owned or lawfully obtained by you (such data, to the extent to which actually used in connection with Amazon SQS, "Your Amazon SQS Content"). You acknowledge that neither we nor our licensors are responsible in any manner, and you are solely responsible, for your Amazon SQS Content. While we may track information regarding your use of Amazon SQS, we will not sell or license your Amazon SQS Content and will not disclose Your Amazon SQS Content except as we may determine to be necessary or desirable to comply with the Agreement, the request of a governmental or regulatory body, subpoenas or court orders, or for other legal purposes.

5.3.2. Your use of Amazon SQS is subject to the limits specified in the most recent user documentation, including limits on the available number of queues or messages, message size, and the number of days during which a message or inactive queue can be maintained. You may not knowingly create and maintain inactive queues. We may delete, without liability of any kind, any of your Amazon SQS Content that sits in a queue or any queue that remains inactive for more than the number of days specified in the user documentation.

5.4. Amazon Elastic Compute Cloud (Amazon EC2)

5.4.1. Provided that you comply with the terms of this Agreement and our policies and procedures for the use of Amazon EC2, you may use Amazon EC2 to execute Applications owned or lawfully obtained by you. You are solely responsible for your Applications, including any data, text, images or content contained therein.

5.4.2. While we may track information regarding your usage of Amazon EC2, we will not disclose, sell or license your Applications that use Amazon EC2 or content or data contained therein (all of the foregoing, to the extent to which you actually use Amazon EC2 in connection therewith, "Your Amazon EC2 Content"), except as: (i) you expressly authorize us to do in connection with your participation in other services that may be offered by us; or (ii) we may determine to be necessary or desirable to comply with the Agreement, the request of a governmental or regulatory body, subpoenas or court orders, or for other legal purposes.

5.4.3. You are personally responsible for all Applications running on and traffic originating from the instances you initiate within Amazon EC2. As such, you should protect your authentication keys and security credentials. Actions taken using your credentials shall be deemed to be actions taken by you.

5.4.4. *Email.* Electronic communications must adhere to all applicable laws. Without limiting the foregoing, the following are strictly prohibited:

- Sending of Spam/Unsolicited email, including:
 - Pyramid schemes.
 - Chain letters.
- Sending any mail in contravention of the CAN SPAM Act of 2003 or other applicable state or federal laws and regulations.
- Forgery: Altering or obscuring mail headers or assuming the identity of a sender without the explicit permission of that sender.

5.4.5. *Network.* You may make network connections from Amazon EC2 hosted servers to other hosts only with the permission and authorization of the destination hosts and networks. Examples of unacceptable network traffic include:

- Unauthorized probes and port scans for vulnerabilities.
- Unauthorized penetration tests, traffic that circumvents authentication systems or other unauthorized attempts to gain entry into any systems.
- Web crawling which is not restricted to a rate so as not to impair or otherwise disrupt the servers being crawled.
- Unauthorized network monitoring or packet capture.
- Forged or non-standard protocol headers, such as altering source addresses, etc.
- Flooding.
- Denial of Service (DoS) of any kind.

You may not operate network services such as:

- Open proxies.
- Open mail relays.

- Open, recursive domain name servers.

5.4.6. *Services and Applications.* The Amazon EC2 servers are hosted in and are subject to all applicable laws of the United States and other applicable local laws. You are responsible for maintaining licenses and adhering to the license terms of any software you run. Certain services are prohibited, and you may not operate a site or service that:

- Constitutes, promotes, facilitates, or permits gambling.
- Includes, promotes or facilitates child pornography or other illegal activities, including without limitation any activities that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Engages in deceptive practices such as posing as another service for the purposes of:
 - Phishing.
 - Pharming.
- Distributes, shares, or facilitates the distribution of unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code (collectively, "Harmful Components").
- Violates, misappropriates, or infringes the rights of any third party.
- Constitutes or facilitates the illegal export of any controlled or otherwise restricted items, including without limitation, software, algorithms, or other data that is subject to export laws.

You may not share or publish Amazon Machine Images ("AMIs") or other content or applications on the AWS Website that are intended to cause, or have the consequence of causing, the user to be in violation of the terms and conditions of this Agreement.

5.5. Alexa® Web Services

5.5.1. Provided that you comply with the terms of this Agreement and our policies and procedures for the use of Alexa® Web Services, you may use Alexa® Web Services to create or enhance Applications or websites, to create search websites or search services, to retrieve information about websites, and to research or analyze data about the traffic and structure of the web.

5.5.2. You may not display data you receive via the Alexa® Services that has been cached for more than 24 hours.

5.5.3. You may not resell or redistribute the Alexa® Web Services or data you access via the Alexa® Web Services.

5.5.4. For the Alexa Site Thumbnail(TM) Service, thumbnail images may not be available for all URLs and the images in the Alexa Site Thumbnail(TM) Service database may not reflect the most recent and accurate URLs as they actually appear at any given time on the Internet.

5.5.5. You may use data you receive from the Alexa® Web Services, such as web site traffic data, to enhance your Application or website, but may not use it in any

Application whose primary purpose is to display the same or related data or whose primary purpose is to compete with www.alexacom (the "Alexa® Website").

5.6. Amazon Flexible Payments Service (Amazon FPS)

5.6.1. The terms in this Section 5.6 apply only to Amazon FPS and use of your Application with the web-based payment service provided by Amazon Payments, Inc. ("Amazon Payments") that enables the processing of payment transactions initiated by third parties, and that may include, without limitation, the processing and settlement of credit card transactions, bank transfers, or the administration of prepaid or post-paid balances (the "Payment Service").

5.6.2. Provided that you comply with the terms of this Agreement and the policies and procedures for the use of Amazon FPS and the Payment Service, you may:

- access and use Amazon FPS to enable use of the Payment Service by users who have an appropriate Payment Service account (each, an "End User") via your Application in accordance with any applicable FPS Specifications (as defined below);
- install, copy, and use the software development kit provided by us as part of Amazon FPS, including the related development guides and technical documentation (collectively, the "FPS SDK"), and access and use the online testing environment made available by us (the "FPS Sandbox"), in each case as necessary to internally develop and test your Application(s) for use with the Payment Service; and
- incorporate, compile, copy, and create derivative works of the sample computer programming code provided by us for development and testing of your Application (the "FPS Sample Code"), only if it is a necessary part of your Application, for distribution in machine readable binary form or object code form to End Users as necessary for them to use the Payment Service. Use of FPS Sample Code is also subject to any additional license terms included with the code. Such additional terms will control in the event of any inconsistency or conflict with this Agreement.

5.6.3. The FPS SDK, FPS Sample Code, and FPS Specifications (as defined below) shall be considered Amazon Properties (described in Section 6). Except as expressly authorized by this Section 5.6, you may not sublicense, loan, sell, assign, lease, rent, transfer, act as a service bureau, distribute or grant rights to any person or entity in Amazon FPS, the FPS SDK, the FPS Sandbox or the Payment Services.

5.6.4. You and your Application will comply with any technical and operational specifications and other documentation or policies provided or made available by us or Amazon Payments with respect to Amazon FPS or the Payment Service respectively (the "FPS Specifications"). We reserve the right to update or modify the FPS Specifications at any time. Prior to making your Application generally available for commercial use, you will thoroughly test your Application to ensure that it operates properly with Amazon FPS, including without limitation that it complies with the FPS Specifications.

5.6.5. We may review and test your Application to confirm that it operates properly with Amazon FPS and complies with the FPS Specifications, using review and test processes determined in our sole discretion. You agree to correct any material

errors, defects or other non-compliance of which you become aware, including from review and test results provided by us. We may make modifications, updates or upgrades to Amazon FPS, the FPS SDK, or FPS Specifications. In such event, you will test and, if necessary, modify your Application to ensure that it continues to operate properly with the then-current version of Amazon FPS.

5.6.6. You must establish and maintain a payments account with Amazon Payments to use your Application commercially with Amazon FPS and to access the Payment Service. Your use of the Payment Service is subject to Amazon Payment's policies, procedures, and user agreements, and any breach of the foregoing will constitute a breach of this Agreement. In addition to the limitations described in Section 6.2, any use of the Amazon Payments logo and trademark is subject to the trademark usage guidelines issued by Amazon Payments.

5.6.7. You are responsible for (a) the collection and payment of any and all sales, use, excise, import, export, value added and other taxes and duties assessed, incurred or required to be collected or paid for any reason in connection with any offer or sale of products or services by you, including your Application, and (b) any payment transaction that is initiated using your Application that is charged back or reversed (a "Chargeback") to the extent that such Chargeback is attributable to any error, act or omission of you or your Application and is not otherwise recovered by Amazon Payments from an End User. You will indemnify and reimburse Amazon Payments and its affiliates against any claim or demand for payment of any such taxes or any Chargebacks.

5.6.8. You represent, warrant, and covenant that you will at all times:

- represent the capabilities and features of the Payment Service consistent with our description of such capabilities and features and avoid false, deceptive, misleading or unethical practices that may be detrimental to us or Amazon Payments, the Payment Service, End Users or other third parties;
- refrain from providing warranties or disclaimers with respect to the Payment Service;
- promptly investigate and report to us all complaints received by you with regard to Amazon FPS and the Payment Service, and make every reasonable effort to maintain and promote good public relations for us in the handling of any such complaints; and
- ensure that the terms of any agreements between you and any End User are consistent with the terms of this Agreement.

5.7. Amazon DevPay Service (Amazon DevPay)

5.7.1. Provided that you comply with the terms of this Agreement and our policies and procedures for the use of Amazon DevPay Service, you may use Amazon DevPay to: (1) sell to end users ("Customers") use of Applications that you develop and make available with the Amazon Services (the "Bundled Application"), including AMIs that you develop; (2) establish accounts for Customers that use the Bundled Application ("Customer Accounts"); (3) manage features of Customer Accounts; and (4) receive payments from Customers for Bundled Applications.

5.7.2. You will establish the pricing applicable to Customers for their use of any Bundled Application. We will only be responsible for collecting those fees that are fully disclosed and properly configured within the DevPay Service. The fees you charge to Customers for your Bundled Applications through the DevPay Service (as further described in Section 5.7.6 below) must constitute the full and complete fees you charge Customers for such Bundled Applications. You may not charge or impose any additional or supplemental fees for Bundled Applications other than those disclosed through the DevPay Service. While you are using the DevPay Service, you shall not establish any alternative means of payment for such Bundled Applications. The foregoing does not limit your ability to charge and receive payments for goods and services other than the Bundled Application sold through the DevPay Service.

5.7.3. You are responsible for designating all terms and conditions applicable to the use of the Bundled Application; provided that, use of the underlying Services are subject to the terms of this Agreement which will control in the event of a conflict. We may require users to register an AWS account (including agreeing to the terms of this Agreement) in order to use Amazon EC2 or other Services associated with the Bundled Application. You may not extend on behalf of us any written or oral warranty or guarantee, or make any representation or claim, with respect to the Services without our prior written consent. Upon termination of this Agreement or the Payment Processing Agreement for any reason, all access by Customers with respect to your Bundled Applications may be terminated by us.

5.7.4. Except as set forth in Section 5.7.5, you are fully liable for all charges incurred for Services under your Account Identifiers or those assigned to your Customers for your Bundled Applications. All Services will be charged at the then current price applicable to such services under this Agreement. Payments will be processed by Amazon Payments, Inc. and are subject to the terms of the Payment Processing Agreement, including your liability for chargebacks. All payments collected using the DevPay Service are subject to the then current processing fee described on the DevPay detail page on the AWS Website. Amounts owed under this Agreement may be deducted from proceeds collected under the Payment Processing Agreement.

5.7.5 If we are unable to collect the fees you specify from your Customers for the sale of your Bundled Applications ("Customer Fees") or a prior transaction for those fees is reversed, you will not be responsible for paying the fees for the Services used by you and your Customer ("Service Fees") and AWS will have no obligation to remit or otherwise seek collection of the Customer Fees, provided that the payment failure is due to:

- AWS's inability to charge a Customer's credit card for the Customer Fees, or
- A transaction is reversed as a result of a Chargeback (as described in Section 5.1 of the [Payment Processing Agreement](#)) because the transaction was not authorized or was otherwise fraudulent.

In addition, in the applicable month, the Customer Fees charged must exceed the Service Fees. In the event of such a payment failure, we may recover or otherwise set off any Customer Fees from you that we collected in the month to the extent they do not exceed the Service Fees. In the event that either you or AWS is subsequently able to collect the Customer Fees, you will pay to AWS the corresponding Service Fees as provided in this Agreement.

5.7.6. We will host and make available to Customers a customer interface ("Customer UI") permitting (a) the display to Customers of certain pricing, terms and conditions and other information you provide to us regarding your Bundled Applications ("Subscription Information") and (b) Customers to engage in certain functions with respect to your Bundled Applications, such as account establishment, account termination, payment authorization and termination rights. We will define and control the fields and format for the Customer UI and for Subscription Information. We retain all rights to the Customer UI, including its look and feel, and you will not copy or mimic the Customer UI in any manner.

5.7.7. You are responsible for ensuring and shall ensure that all Subscription Information (as you provide it to us and as it is ultimately shown on the Customer UI) is: (1) full, accurate and complete, (2) not misleading; and (3) in compliance, in all respects, with applicable laws. You must promptly update the Subscription Information when and as necessary to ensure that the Subscription Information continues to comply with the foregoing requirements, even if the updates are necessary as a result of changes we make to the data input fields or to the Customer UI.

5.7.8. You are responsible for providing customer service (if any) to Customers for your Bundled Applications. We shall have no obligation to provide customer or technical support to any Customer for Bundled Applications; provided that, we will provide support to Customers regarding billing and payment questions.

5.7.9. You will use the communication methods we establish through the DevPay Services for the administration of Customer Accounts, including, but not limited to, any communications regarding Customer Account termination or pricing changes.

5.7.10. You acknowledge and agree that we may take any of the corrective action regarding Customer Accounts to the extent we deem necessary or appropriate, in our sole discretion, to (1) comply with law, (2) enforce or apply this Agreement, the Payment Processing Agreement, or other agreements or policies applicable to the Services or DevPay Service, or (3) protect the rights, property or safety of our business, a Customer, or any third party. Corrective action may include (i) suspending, canceling or closing of Customer Accounts; (ii) re-establishment of Customer Accounts; and (iii) waiving or refunding of fees on Customer Accounts. We shall have no liability to you for taking any such actions. You shall promptly comply with any actions we take or may require of you regarding Customer Accounts. These actions may include, without limitation, reimbursing us for Customer refunds we issue, discontinuing provision of services on Customer Accounts we cancel, and re-establishment of services on Customer Accounts we re-establish. Should you ask us to close a Customer Account by using a method we have provided for that purpose, we will endeavor to close the Customer Account reasonably promptly, but we shall have no liability to you for the speed with which we do so or for our failure to do so. You shall indemnify and hold us and our employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages,

liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys fees), arising out of or in connection with any claim based on or related to any actions we may take with respect to any Customer Account at your direction, including, without limitation, any closure of a Customer Account.

5.7.11. You acknowledge and agree that: (a) you have no expectation and have received no assurances that your business relationship with us will continue beyond the Term (or its earlier termination), that any investment by you in the promotion of any Bundled Application will be recovered or recouped, or that you will obtain any anticipated amount of profits; and (b) you will not have or acquire by virtue of the DevPay Services or otherwise any vested, proprietary or other right in the promotion of any Services or in any related goodwill created by your efforts.

5.8. Amazon SimpleDB Service (Amazon SimpleDB)

5.8.1. Provided that you comply with the terms of this Agreement and our policies and procedures for the use of Amazon SimpleDB, you may use Amazon SimpleDB to store, query, retrieve and serve data and/or content owned, licensed or lawfully obtained by you (all of the foregoing, to the extent actually stored in Amazon SimpleDB, "Your Amazon SimpleDB Content"). Neither we nor our licensors are responsible in any manner, and you are solely responsible, for your Amazon SimpleDB Content. While we may track information regarding your use of Amazon SimpleDB, we will not sell or license Your Amazon SimpleDB Content, and will not disclose Your Amazon SimpleDB Content except as we may determine to be necessary or desirable to comply with the Agreement, the request of a governmental or regulatory body, subpoenas or court orders, or for other legal purposes.

5.8.2. You must comply with the terms of the technical documentation applicable to (including the Amazon SimpleDB Developer Guide) as posted by us and updated by us from time to time on the AWS Website, including, without limitation, any limitations on the number and total size of domains, items and attributes that may be stored on the Amazon SimpleDB servers.

5.9. Amazon Fulfillment Web Service (Amazon FWS)

5.9.1. Provided that you comply with the terms of this Agreement and our policies and procedures for the use of Amazon FWS, you may access and use Amazon FWS to query, access, transmit and receive product and shipping information related to your use of the Fulfillment by Amazon service ("FBA Service") sold and provided by Amazon Services LLC ("Amazon Services") in accordance with any applicable FBA Specifications (as defined below).

5.9.2. To use Amazon FWS, you must have a current account in good standing and be registered to use the FBA Service (your "Seller Account"). Your use of the FBA Service and your Seller Account is solely subject to Amazon Services' policies, procedures, the Amazon Business Services Agreement or other applicable user agreements. Amazon FWS is only a technical interface that enables you to access and process certain information related to your Seller Account. AWS will have no liability to you or any third party related to your Seller Account.

5.9.3. You may use Amazon FWS only to administer product and shipping information associated with your Seller Account. When registering for Amazon FWS,

you must use the same username and password which is associated with your Seller Account. You may not develop or use an Application to access Amazon FWS that collects, processes or stores the Account Identifiers or other security credentials (including usernames and passwords) of any third party associated with AWS or any of its affiliates.

5.9.4. You and your Application will comply with any technical and operational specifications, security protocols and other documentation or policies provided or made available by us with respect to Amazon FWS (the "FBA Specifications"). We reserve the right to update or modify the FBA Specifications at any time. Prior to making your Application available for commercial use, you will thoroughly test your Application to ensure that it operates properly with Amazon FWS, including, without limitation, that it complies with the FBA Specifications.

5.10. Amazon Web Services Premium Support (AWS Premium Support)

5.10.1 Subject to the terms of this Agreement, we will provide "Premium Support" in accordance with the terms of AWS Premium Support Guidelines available at <http://aws.amazon.com/premiumsupportguidelines> (the "Guidelines"). Premium Support is available only for (a) the "Covered Services" and subscription levels set forth in the Guidelines, and (b) customers and their own Applications using the Covered Services. If you are experiencing problems with one or more Covered Services in connection with your use of an Application that was provided to you by a third party (someone other than yourself or AWS) then Premium Support is not available.

5.10.2 In providing Premium Support, AWS will use commercially reasonable efforts to (a) respond within the "Response Times" set forth in the Guidelines for all properly submitted cases from authorized individuals, and (b) work towards the identification and resolution of the problems submitted. When submitting a case, you may designate the severity level of a problem; provided that, we reserve the right to reclassify the severity level in our reasonable opinion. All Response Times are measured from the point when a case has been properly submitted by an authorized individual to us. Cases may be submitted as specified in the Guidelines. We do not represent, warrant or guarantee that (i) we will always be able to resolve a case fully, (ii) you will no longer experience a problem, or (iii) we will provide a bug fix, patch or other workaround in connection with the identified problem.

5.10.3 Premium Support fees will be the greater of (a) the specified minimum monthly fee, or (b) a percentage of your monthly usage charges for all the Covered Services during the billing period. Regardless of when you sign up or terminate Premium Support, you are obligated to pay for a minimum of one month of support each time you register to receive the service. We reserve the right to refuse to provide Premium Support to any customer that frequently registers for and terminates the service.

6. License to Use the Amazon Properties

6.1. Amazon Properties. We may make available to you, for your installation, copying and/or use in connection with the Services, from time to time, a variety of software, data and other content and printed and electronic documentation (all such materials except those specifically made available by us under separate license terms, the "Amazon Properties").

Subject to your acceptance of this Agreement, ongoing compliance with its terms and conditions with respect to the subject Service, and payment if and as required for your right to use the subject Service, we hereby grant to you, without the right to sublicense, a limited, non-exclusive, non-transferable license during the Term, under our intellectual property or proprietary rights in the Amazon Properties, only to install, copy and use the Amazon Properties solely in connection with and as necessary for your use of such Services and solely to the extent in compliance with all the terms and conditions of this Agreement. The Amazon Properties may include, without limitation:

- Proprietary application programming interfaces ("APIs");
- Developer tools for use in connection with the APIs;
- Articles and documentation for use in connection with the use and implementation of the APIs (collectively, "Documentation");
- Specifications describing the operational and functional capabilities, use limitations, technical and engineering requirements, and testing and performance criteria relevant to the proper use of a Service and its related APIs and other technology;
- Textual materials, such as textual product information made available through Amazon Associates Web Service ("Text Materials"); and
- Other forms of digital content, data, text, images, logos, user interface designs and other creative designs, audio and video (with the Text Materials, collectively, "AWS Content").

Sample source code which we may make available from time to time for use in connection with the Services ("Sample Source Code") and libraries which we may make available from time to time for use in connection with the Services ("Libraries") will be made available to you under separate license that accompanies each Sample Source Code or Library and the term "Amazon Properties," as used herein, specifically excludes any Sample Source Code or Libraries made available to you under separate license.

Except as may be expressly authorized under this Agreement:

- You may not, and may not attempt to, modify, alter, tamper with, repair, or otherwise create derivative works of any software included in the Amazon Properties.
- You may not, and may not attempt to, reverse engineer, disassemble, or decompile the Amazon Properties or the Services or apply any other process or procedure to derive the source code of any software included in the Amazon Properties.
- You may edit Text Materials only by deleting text from and reducing the length of the Text Materials and only if, in doing so, you do not materially alter the meaning of the Text Materials or cause the Text Materials to become factually incorrect or misleading. You may not add additional information to the Text Materials (e.g., you may not insert words into a customer review or supplement a wish list or Listmania® list with new items). You hereby irrevocably assign to us any and all intellectual property or proprietary rights in such edited Text Material.

6.2. Restrictions with Respect to Use of Marks. Your use of any trademarks, service marks, service or trade names, logos, and other designations of AWS and its affiliates, licensors and/or third parties who sell items on the Amazon Website, hereinafter "Marks", shall strictly comply with the following provisions. You may use the Marks in conjunction with the display of the AWS Content and for the purpose of indicating that your Application was created using the Services. You may use the Marks only in the form in which we make them available to you and not in any manner that disparages Amazon, its affiliates or its licensors, or that otherwise dilutes any Mark. Other than your limited right to use the Marks

as provided in this Agreement, we and our licensors retain all right, title, and interest in and to the Marks. You will not at any time now or in the future challenge or assist others to challenge the validity of the Marks, or attempt to register confusingly similar trademarks, trade names, service marks or logos. You agree to follow our the Trademark Use Guidelines posted on the [Amazon Web Services\(TM\) Trademark Guidelines page](#) (the "Trademark Guidelines") as those guidelines may change from time to time. The Trademark Guidelines are incorporated herein by reference. You must immediately discontinue use of any Mark as specified by us at any time in writing. We may modify any Marks provided to you at any time, and upon notice, you will use only the modified Marks and not the old Marks. Other than as specified in this Agreement, you may not use any trademark, service mark, trade name or other business identifier of Amazon or its affiliates or third parties that sell products on the Amazon Website unless you obtain Amazon's and any applicable third party's prior written consent. The foregoing prohibition includes the use of "amazon," any other trademark of AWS, Amazon or its affiliates, or variations or misspellings of any of them, in the name of an Application or in a URL to the left of the top-level domain name (e.g., ".com", ".net", "co.uk", etc.) -- for example, a URL such as "amazon.mydomain.com", "amaozn.com" or "amazonauctions.net" are expressly prohibited. Any use you make of the Marks shall inure to our benefit and you hereby irrevocably assign to us all right, title and interest in the same. In addition, you agree not to misrepresent or embellish the relationship between us and you, for example by implying that we support, sponsor, endorse, or contribute money to you or your business endeavors.

6.3. Nonexclusive Rights. The rights granted by Amazon in this Agreement with respect to the Amazon Properties, the Marks and the Services are nonexclusive, and Amazon reserves the right to: (i) itself act as a developer of products or services related to any of the products that you may develop in connection with the Amazon Properties or via your use of the Services; and (ii) appoint third parties as developers or systems integrators who may offer products or services which compete with Amazon or your Application.

7. Downtime and Service Suspensions; Security

7.1. Downtime and Service Suspensions. In addition to our rights to terminate or suspend Services to you as described in Section 3 above, you acknowledge that: (i) your access to and use of the Services may be suspended for the duration of any unanticipated or unscheduled downtime or unavailability of any portion or all of the Services for any reason, including as a result of power outages, system failures or other interruptions; and (ii) we shall also be entitled, without any liability to you, to suspend access to any portion or all of the Services at any time, on a Service-wide basis: (a) for scheduled downtime to permit us to conduct maintenance or make modifications to any Service; (b) in the event of a denial of service attack or other attack on the Service or other event that we determine, in our sole discretion, may create a risk to the applicable Service, to you or to any of our other customers if the Service were not suspended; or (c) in the event that we determine that any Service is prohibited by law or we otherwise determine that it is necessary or prudent to do so for legal or regulatory reasons (collectively, "Service Suspensions"). Without limitation to Section 11.5, we shall have no liability whatsoever for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that you may incur as a result of any Service Suspension. To the extent we are able, we will endeavor to provide you email notice of any Service Suspension in accordance with the notice provisions set forth in Section 15 below and to post updates on the AWS Websites regarding resumption of Services following any such suspension, but shall have no liability

for the manner in which we may do so or if we fail to do so.

7.2. Security. We strive to keep Your Content secure, but cannot guarantee that we will be successful at doing so, given the nature of the Internet. Accordingly, without limitation to Section 4.3 above and Section 11.5 below, you acknowledge that you bear sole responsibility for adequate security, protection and backup of Your Content. We strongly encourage you, where available and appropriate, to use encryption technology to protect Your Content from unauthorized access and to routinely archive Your Content. We will have no liability to you for any unauthorized access or use, corruption, deletion, destruction or loss of any of Your Content.

8. Fees

8.1. Service Fees. In consideration of your use of any of the Paid Services, you agree to pay applicable fees for Paid Services in the amounts set forth on the respective Service detail pages on the AWS Website (including any minimum subscription fees). You are responsible for any fees assessed by Amazon Payments for transactions that you submit to the Payment Service using Amazon FPS. Fees for any new Service or new Service feature will be effective upon posting by us on the AWS Website for the applicable Service. We may increase or add new fees for any existing Service or Service feature, or implement a fee for any previously Free Service or Free Service feature, by giving you 30 days' advance notice. Such notice will be posted on the AWS Website on the Service detail page for the affected Service. You agree that you are responsible for checking the AWS Website each month to confirm whether there are any new fees and their effective date(s). All fees payable by you are exclusive of applicable taxes and duties, including, without limitation, VAT and applicable sales tax. You will provide such information to us as reasonably required to determine whether we are obligated to collect VAT from you, including without limitation your VAT identification number.

8.2. Payment. We may specify the manner in which you will pay any fees, and any such payment shall be subject to our general accounts receivable policies from time to time in effect. All amounts payable by you under this Agreement will be made without setoff or counterclaim and without deduction or withholding. If any deduction or withholding is required by applicable law, you shall notify us and shall pay such additional amounts to us as necessary to ensure that the net amount that we receive, after such deduction and withholding, equals the amount we would have received if no such deduction or withholding had been required. Additionally, you shall provide us with documentation that the withholding and deducted amounts have been paid to the relevant taxing authority.

9. Confidentiality

9.1. Use and Disclosure. You shall not disclose AWS Confidential Information during the Term or at any time during the three (3) year period following the end of the Term. As used in this Agreement, "AWS Confidential Information" means all nonpublic information disclosed by us, our business partners or our or their respective agents or contractors that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. AWS Confidential Information includes, without limitation, (i) nonpublic information relating to

our or our business partners' technology, customers, business plans, promotional and marketing activities, finances and other business affairs (including, but not limited to, any information about or involving one of our so-called beta tests or a beta test product that you obtain as a result of your participation in such beta test), (ii) third-party information that we are obligated to keep confidential, and (iii) the nature, content and existence of any discussions or negotiations between you and us. Confidential Information does not include any information described in Section 9.2 or any information that you are required to disclose by law.

9.2. Excluded Information. Notwithstanding any other provision in this Agreement, you shall not have any confidentiality obligation to us under Section 9.1 above, with respect to any information provided or made available by us hereunder, and we shall not have any confidentiality or non-use obligation to you hereunder with respect to any information, software application, data or content provided or made available by you hereunder that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to the receiving party at the time of its receipt from the disclosing party; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by the receiving party.

9.3. Conflict with Separate Non-Disclosure Agreement. If you and we are parties to a separate non-disclosure agreement ("Stand-Alone NDA") and there is a conflict between the terms of the Stand-Alone NDA and the terms of this Section 9, the terms of the Stand-Alone NDA shall control.

10. Intellectual Property

10.1. Our Services and the Amazon Properties. Other than the limited use and access rights and licenses expressly set forth in this Agreement, we reserve all right, title and interest (including all intellectual property and proprietary rights) in and to: (i) the Services; (ii) the Amazon Properties; (iii) the Marks; and (iv) any other technology and software that we provide or use to provide the Services and the Amazon Properties. You do not, by virtue of this Agreement or otherwise, acquire any ownership interest or rights in the Services, the Amazon Properties, the Marks, or such other technology and software, except for the limited use and access rights described in this Agreement.

10.2. Your Applications, Data and Content. Other than the rights and interests expressly set forth in this Agreement, and excluding Amazon Properties and works derived from Amazon Properties, you reserve all right, title and interest (including all intellectual property and proprietary rights) in and to: (i) content and data you may send to us or use as part of your use of any Services, including Amazon S3 or Amazon SimpleDB, which are designed by us to permit you to send content or data to us ("Your Content"); and (ii) your Applications.

10.3. Feedback. In the event you elect, in connection with any of the Services, to communicate to us suggestions for improvements to the Services, the Amazon Properties or the Marks (collectively, "Feedback"), we shall own all right, title, and interest in and to the same, even if you have designated the Feedback as confidential, and we shall be entitled to use the Feedback without restriction. You hereby irrevocably assign all right, title and interest in and to the Feedback to us and agree to provide us such assistance as we may

require to document, perfect, and maintain our rights to the Feedback.

10.4. Non-Assertion. During and after the term of the Agreement, with respect to any of the Services that you elect to use, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our customers, end users, vendors, business partners (including third party sellers on websites operated by or on behalf of us) sublicensees or transferees, any patent infringement or other intellectual property infringement claim with respect to such Services.

11. Representations and Warranties; Disclaimers; Limitations of Liability

11.1. Use of the Services. You represent and warrant that you will not use the Services, Amazon Properties and/or your Application and Your Content: (i) in a manner that infringes, violates or misappropriates any rights of us or any third party; (ii) to engage in spamming or other impermissible advertising, marketing or other activities, including, without limitation, any activities that violate anti-spamming laws and regulations, including, without limitation, the CAN SPAM Act of 2003; (iii) in any manner that constitutes or facilitates the illegal export of any controlled or otherwise restricted items, including, without limitation, software, algorithms or other data that is subject to export laws; and/or (iv) in a way that is otherwise illegal or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.

11.2. Application and Content. You represent and warrant: (i) that you are solely responsible for the development, operation, and maintenance of your Application and for Your Content, including without limitation, the accuracy, appropriateness and completeness of Your Content and all product-related materials and descriptions; (ii) that you have the necessary rights and licenses, consents, permissions, waivers and releases to use and display your Application and Your Content; (iii) that neither your Application nor Your Content (a) violates, misappropriates or infringes any rights of us or any third party, (b) constitutes defamation, invasion of privacy or publicity, or otherwise violates any rights of any third party, or (c) is designed for use in any illegal activity or promotes illegal activities, including, without limitation, in a manner that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age; (iv) that neither your Application nor Your Content contains any Harmful Components; and (v) to the extent to which you use any of the Marks, that you will conduct your business in a professional manner and in a way that reflects favorably on the goodwill and reputation of Amazon.

11.3. Public Software and Feedback. You represent and warrant that you will not use, and will not authorize any third party to use, any Public Software in connection with the Services in any manner that requires, pursuant to the license applicable to such Public Software, that any Amazon Properties or Services be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. With respect to any Feedback, you represent and warrant that such Feedback, in whole or in part, contributed by or through you, (i) contains no third party software or any software that may be considered Public Software and (ii) does not violate, misappropriate or infringe any intellectual property rights of any third party. "Public

Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU's General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (ii) The Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), (vii) the BSD License and (viii) the Apache License.

11.4. Authorization and Account Information. You represent and warrant that: (i) the information you provide in connection with your registration for the Services is accurate and complete; (ii) if you are registering for the Services as an individual, that you are at least 18 years of age and have the legal capacity to enter into this Agreement; and (iii) if you are registering for the Services as an entity or organization, (a) you are duly authorized to do business in the country or countries where you operate, (b) the individual clicking "Accept" on this Agreement and completing the registration for the Services meets the requirements of subsection (ii) above and is an authorized representative of your entity, and (c) your employees, officers, representatives and other agents accessing the Services are duly authorized to access the Services and to legally bind you to this Agreement and all transactions conducted under your account.

11.5. Disclaimers. AMAZON PROPERTIES, THE MARKS, THE SERVICES AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, CONTENT, IMAGES, MATERIALS AND OTHER DATA OR INFORMATION PROVIDED BY US OR OUR LICENSORS IN CONNECTION THEREWITH (COLLECTIVELY THE "SERVICE OFFERINGS") ARE PROVIDED "AS IS". WE AND OUR LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE AND OUR LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. WE AND OUR LICENSORS DO NOT WARRANT THAT THE SERVICE OFFERINGS WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT THE DATA YOU STORE WITHIN THE SERVICE OFFERINGS WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. WE AND OUR LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, WITHOUT LIMITATION, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS, INCLUDING THOSE THAT AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF ANY PAYMENT SERVICES. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY THIRD PARTY OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

11.6. Your Applications are Your Responsibility. In addition to the foregoing, we specifically disclaim all liability, and you shall be solely responsible for the development, operation, and maintenance of your Application (including any Bundled Application) and for all materials that appear on or within your Application and you agree that you shall, without limitation, be solely responsible for:

11.6.1. the technical operation of your Application and all related equipment;

11.6.2. the accuracy and appropriateness of any materials posted on or within your Application (including, among other things, any product-related materials);

11.6.3. ensuring that any materials posted on your site or within your Application are not illegal and do not promote illegal activities, including without limitation any activities that might be libelous or defamatory or otherwise malicious, illegal or harmful to any person or entity, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age;

11.6.4. ensuring that your Application accurately and adequately discloses, either through a privacy policy or otherwise, how you collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers;

11.6.5. any of your users' or customers' claims relating to your Application or any Services utilized in connection with your Application; and

11.6.6. your election to utilize AMIs, sample code and libraries that may be made available on the AWS Website, many of which may be provided by third parties and many of which we have not tested or screened in any way.

11.7. Links. The AWS Website and/or the Services may contain links to websites that are not under our control ("Third Party Sites"). We are not responsible for the contents or functionality of any Third Party Sites or any website that can be accessed via links on any Third Party Site. We provide these links to you as a convenience and the inclusion of any such links does not constitute or imply our endorsement or validation of any Third Party Site.

11.8. Limitations of Liability. NEITHER WE NOR ANY OF OUR LICENSORS SHALL BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN CONNECTION WITH THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY SUCH DAMAGES RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES; OR (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT. IN ANY CASE, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO US HEREUNDER FOR THE SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

12. Indemnification

12.1. General. You agree to indemnify, defend and hold us, our affiliates and licensors, each of our and their business partners (including third party sellers on websites operated

by or on behalf of us) and each of our and their respective employees, officers, directors and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys fees), arising out of or in connection with any claim arising out of (i) your use of the Services and/or Amazon Properties in a manner not authorized by this Agreement, and/or in violation of the applicable restrictions, AUPs, and/or applicable law, (ii) your Application, Your Content, or the combination of either with other applications, content or processes, including but not limited to any claim involving infringement or misappropriation of third-party rights and/or the use, development, design, manufacture, production, advertising, promotion and/or marketing of your Application and/or Your Content, (iii) your violation of any term or condition of this Agreement or any applicable Additional Policies, including without limitation, your representations and warranties, or (iv) you or your employees' or personnel's negligence or willful misconduct.

12.2. Notification. We agree to promptly notify you of any claim subject to indemnification; provided that our failure to promptly notify you shall not affect your obligations hereunder except to the extent that our failure to promptly notify you delays or prejudices your ability to defend the claim. At our option, you will have the right to defend against any such claim with counsel of your own choosing (subject to our written consent) and to settle such claim as you deem appropriate, provided that you shall not enter into any settlement without our prior written consent and provided that we may, at any time, elect to take over control of the defense and settlement of the claim.

13. US Government License Rights and Export Controls

13.1. U.S. Government License Rights. All Services provided to the U.S. Government are provided under the commercial license rights and restrictions generally applicable under this Agreement.

13.2. Export Compliance and Restrictions. You shall, in connection with your use of the Services or the Amazon Properties, comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control in connection with your use of the Services or Amazon Properties.

14. Disputes

14.1. Notwithstanding anything to the contrary, we may seek injunctive or other relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of Amazon's or any third party's intellectual property and/or proprietary rights. Any dispute relating in any way to your visit to the AWS Website or to products or services sold or distributed by AWS or its affiliates in which the aggregate total claim for relief sought on behalf of one or more parties exceeds \$7,500 shall be adjudicated in any state or federal court in King County, Washington, and you consent to exclusive jurisdiction and venue in such courts. You further acknowledge that our rights in the Amazon Properties are of a special, unique, extraordinary character, giving them peculiar value, the loss of which cannot be readily estimated and may not be adequately compensated for in monetary

damages.

14.2. Governing Law. By using the Services, you agree that the laws of the State of Washington, without regard to principles of conflicts of laws, will govern this Agreement and any dispute of any sort that might arise between you and us. The parties expressly exclude application of the United Nations Convention for the International Sale of Goods to this Agreement.

15. Notices

15.1. To You. Except as otherwise set forth herein, notices made by us to you under this Agreement that affect our customers generally (e.g., notices of amended Agreements, AUPs, updated fees, etc.) will be posted on the AWS Website. Notices made by us under this Agreement for you or your account specifically (e.g., notices of breach and/or suspension) will be provided to you via the email address provided to us in your registration for the Services or in any updated email address you provide to us in accordance with standard account information update procedures we may provide from time to time. It is your responsibility to keep your email address current and you will be deemed to have received any email sent to any such email address, upon our sending of the email, whether or not you actually receive the email.

15.2. To Us. For notices made by you to us under this Agreement and for questions regarding this Agreement or the Services, you may contact Amazon as follows:

aws@amazon.com

and/or

Amazon Web Services LLC
1200 12th Avenue South
Seattle, WA 98144-2734

15.3. Language. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

16. Miscellaneous Provisions

16.1. Third Party Activities. If you authorize, assist, encourage or facilitate another person or entity to take any action related to the subject matter of this Agreement, you shall be deemed to have taken the action yourself.

16.2. Severability. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and any invalid or unenforceable portions shall be construed in a manner that most closely reflects the effect and intent of the original language. If such construction is not possible, the provision will be severed from this Agreement, and the rest of the Agreement shall remain in full force and effect.

16.3. Waivers. The failure by us to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision nor in any way affect our right to enforce such provision thereafter. All waivers by us must be in writing to be effective.

16.4. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

16.5. Entire Agreement. This Agreement incorporates by reference all policies and guidelines posted on the AWS Website, including all Additional Policies, and constitutes the entire agreement between you and us regarding the subject matter hereof and supersedes any and all prior or contemporaneous representation, understanding, agreement, or communication between you and us, whether written or oral, regarding such subject matter.

16.6. No Endorsement. You understand and acknowledge that we are not certifying nor endorsing, and have no obligation to certify or endorse, any of your Applications or Your Content.

16.7. Relationship. Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership or any employer/employee or fiduciary or franchise relationship between you and us (or any of our affiliates).